THE HONOURABLE SRI JUSTICE V. ESWARAIAH

WRIT PETITION No.20263 OF 2005

Dated: 28-11-2005

Between

A. Srinivasulu, S/o. A. Singotam, Occ: Business, R/o. Palem Village, Bijinepally Mandal, Mahaboobnagar District.

...PETITIONER

AND

Director, Swamy Ramananda Tirtha Rural Institute at Jalapur Village, Pochampally Mandal, Nalgonda District.

...RESPONDENT

ORDER:

Petitioner questions the impugned order of termination of agreement dated 02.09.2005, issued by the respondent terminating the agreement entered into by the petitioner, with effect from 08.09.2005.

Petitioner entered into an agreement with the respondent on 02.05.2005 for providing food to the hostel boarders of the respondent institution for a period of one year. It is submitted that even before the expiry of one year the respondent passed the impugned order dated 02.09.2005 terminating the said agreement with effect from 08.09.2005, which is contrary to clause 12 of the said agreement. According to clause 12 of the agreement the respondent has the right to terminate the contract by giving one-month notice to the lessee during the period of contract if it feels necessary to do so. It is stated that no notice has been given as

contemplated under the said clause.

On the other hand, learned counsel for the respondent submits that notice dated 01.08.2005 has been issued, but the petitioner refused to receive the same.

Assuming that no notice has been served on the petitioner the only question that arises for consideration is whether the petitioner is entitled for any relief to set aside the termination order.

Learned counsel for the respondent submits that the petitioner has not adhered to the terms and conditions of the contract and also there were lot of oral and written complaints pertaining to bad quality of food and distension of stomach, vomiting and dysentery etc, unhygienic conditions, occurrence of insects in the food served to students. Based on the oral complaints by the boarders petitioner was requested to improve the quality of the food and prepare food items hygienically. But he did not improve the quality of the food.
As a measure of check 5% and 10% cuts in the bills claimed for the months of June, July 2005 have been imposed on 20.07.2005 and 01.09.2005 respectively. A notice was issued to the petitioner
dated 01.08.2005, which the petitioner refused to acknowledge.
On 01.09.2005 about 50 boarders have given joint complaint stating that due to bad quality of food their health is affected and they are unable to attend the classes. Consequently, about 30 students boycotted the breakfast on 01.09.2005. Based on the said complaint a 4-Member Committee consisting of 1) Director, 2) Associate Professor, 3) Assistant Engineer and 4) Work Inspector was constituted by Chairman. The enquiry committee visited the hostel and called the students and enquired about their complaints. All the trainees complained about the bad quality of the food and maintenance of unhygienic conditions and presence of insects in food served to them. The enquiry committee also checked the ‘Upma’ prepared for the breakfast on 01.09.2005. On verification a ‘cockroach’ was found in the upma. It is further stated that the petitioner is in regular habit of eating pan and drinking. Sometimes he was serving food after consuming drinks. In spite of caution to improve the quality of food he has not improved the quality of food. Therefore, the contract has been terminated.

In view of the aforesaid facts and circumstances of the case,

I am of the opinion that even if notice has not been served on the petitioner still the termination cannot be found fault with and he is not entitled for any relief in this writ petition. The only course open for the petitioner is to file a civil suit for damages, if any, for the alleged illegal termination of the contract.

The writ petition is accordingly dismissed.

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V. ESWARAIAH, J

November 28, 2005

DSK